

FILED
IN CLERK'S OFFICE
US DISTRICT COURT E.D.N.Y.

★ **MAR 01 2012** ★

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

-----X
MARY WILLIAMS,

Plaintiff,

-AGAINST-

CITY OF NEW YORK, POLICE OFFICER JOHN
DOE, SHIELD NO. 115, POLICE OFFICER JOHN
DOES 2-4, POLICE OFFICER JANE DOES 2,

Defendants.
-----X

BROOKLYN OFFICE
**STIPULATION
AND ORDER OF
SETTLEMENT
AND DISMISSAL**

11-CV-2558 (RRM)(JMA)

WHEREAS, plaintiff commenced this action by filing a complaint in the Southern District of New York, on or about May 26, 2011, alleging violations of her civil rights under federal and New York State laws; and

WHEREAS, defendants have denied any and all liability arising out of plaintiff's allegations; and

WHEREAS, defendant City of New York served plaintiff with a Rule 68 Offer of Judgment on November 28, 2011; and

WHEREAS, plaintiff accepted defendant City of New York's Rule 68 Offer of Judgment on December 1, 2011;

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and between the undersigned, as follows:

1. All claims in the above-referenced actions asserted by plaintiff are hereby dismissed, with prejudice, and without costs, expenses, or fees except as specified in paragraphs "2," and "4" below.

2. Defendant City of New York hereby agrees to pay plaintiff MARY WILLIAMS the sum of **Twenty Thousand and One Dollars (\$20,001.00)**, plus reasonable attorneys' fees, expenses, and costs, up to the date of the Rule 68 Offer for plaintiff's federal claims, in full satisfaction of all claims against defendants City of New York. In consideration for the payment of this sum, plaintiff agrees to dismissal of all the claims against the defendants and to release the defendants, and any present or former employees and agents of the City of New York or any agency thereof, from any and all liability, claims, or rights of action which were or could have been alleged in this action.

3. Plaintiff shall execute and deliver to defendant City of New York's attorney all documents necessary to effect this settlement, including, without limitation, a General Release based on the terms of paragraphs "2" and "4" and an Affidavit of Status of Liens. If Medicare has provided payment and/or benefits for any injury or condition that is the subject of this lawsuit, prior to tendering the requisite documents to effect this settlement, plaintiff shall have notified Medicare and shall submit with the settlement documents a Medicare final demand letter for conditional payments. A Medicare Set-Aside Trust may also be required if future anticipated medical costs are found to be necessary pursuant to 42 U.S.C. §1395y(b) and 42 C.F.R. §§411.22 through 411.26.

4. The City of New York also hereby agrees to pay counsel for plaintiff, Cynthia Conti-Cook, Esq., the sum of **Five Thousand Dollars (\$5,000.00)**, as reasonable attorneys' fees, expenses, and costs, to the date of the Offer of Judgment referenced in paragraph "2" above. Counsel for plaintiff hereby agrees and represents that no further claim for attorneys' fees, costs, or expenses arising out of this action, shall be made by or on behalf of plaintiff MARY WILLIAMS up to and including the date of the Offer of Judgment referenced in

paragraph "2" above dated December 1, 2011, in any application for attorneys' fees, costs, or expenses at any time in the future.

5. Nothing contained herein shall be deemed to be an admission by the defendants that they have in any manner or way violated plaintiff's rights, or the rights of any other person or entity, as defined in the constitutions, statutes, ordinances, rules or regulations of the United States, the State of New York, or the City of New York or any other rules, regulations or bylaws of any department or subdivision of the City of New York. This stipulation shall not be admissible in, nor is it related to, any other litigation or settlement negotiations.

6. Nothing contained herein shall be deemed to constitute a policy or practice of the City of New York or any agency thereof.

7. Plaintiff agrees to hold harmless the City of New York regarding any liens or past and/or future Medicare payments, presently known or unknown in connection with this matter. If conditional and/or future anticipated Medicare payments have not been satisfied, defendants reserve the right to issue a multiparty settlement check, naming Medicare as a payee or to issue a check to Medicare directly based upon Medicare's final demand letter.


8. This Stipulation and Order contains all the terms and conditions agreed upon by the parties hereto, and no oral agreement entered into at any time nor any written agreement entered into prior to the execution of this Stipulation and Order regarding the subject matter of the instant proceeding shall be deemed to exist, or to bind the parties hereto, or to vary the terms and conditions contained herein.

Dated: New York, New York
_____, 2011

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Attorneys for Plaintiff
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By: 
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By: 
RYAN G. SHAFFER
Assistant Corporation Counsel

SO ORDERED:

s/Roslynn R. Mauskopf

2/27/2012

HONORABLE ROSLYNN R.
MAUSKOPF

UNITED STATES DISTRICT JUDGE